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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

ROBERT ALVARADO, in his capacity as) No. C-05-1614
 Trustee of the CARPENTERS HEALTH AND)
 WELFARE TRUST FUND FOR)
 CALIFORNIA; CARPENTERS VACATION-)
 HOLIDAY TRUST FUND FOR NORTHERN)
 CALIFORNIA; CARPENTERS PENSION)
 TRUST FUND FOR NORTHERN)
 CALIFORNIA; and CARPENTERS TRAINING)
 TRUST FUND FOR NORTHERN)
 CALIFORNIA; CARPENTERS 46)
 NORTHERN CALIFORNIA COUNTIES)
 CONFERENCE BOARD for itself and on behalf)
 of the NORTHERN CALIFORNIA)
 CARPENTERS REGIONAL COUNCIL)

Plaintiffs,

v.

VINCENT CARMELLO PISANO, Individually;)
 VINCENT CARMELLO PISANO, Individually)
 and doing business as ACTIVE CABINET &)
 FIXTURE COMPANY; VINCENT)
 CARMELLO PISANO, Individually and doing)
 business as ACTIVE PLASTICS, INC. dba)
 ACTIVE CABINET & FIXTURE COMPANY;)
 ACTIVE PLASTICS, INC., doing business as)
 ACTIVE CABINET & FIXTURE COMPANY,)
 ACTIVE PLASTICS, INC., A Suspended)
 California Corporation,)

Defendant.

**STIPULATION FOR ENTRY OF
 JUDGMENT; ORDER**

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The parties hereto hereby stipulate and agree as follows:

1. Plaintiffs Robert Alvarado, in his capacity as Trustee of the Carpenters Health And Welfare Trust Fund For California; Carpenters Vacation-Holiday Trust Fund For California; Carpenters Pension Trust Fund For California; Carpenters Training Trust Fund For California (hereinafter "Trust Funds"); and Carpenters 46 Northern California Counties Conference Board for itself and on behalf of the Northern California Carpenters Regional Council (hereinafter referred to collectively as "Plaintiffs"), have brought the above-captioned action against Vincent Carmello Pisano, Individually; Vincent Carmello Pisano, Individually and doing business as Active Cabinet & Fixture Company; Vincent Carmello Pisano, Individually and doing business as Active Plastics, Inc. doing business as Active Cabinet & Fixture Company; and Active Plastics, Inc., doing business as Active Cabinet & Fixture Company, Active Plastics, Inc., A Suspended California Corporation, (hereinafter collectively referred to as "Defendants"). Plaintiffs, in this action, sought \$72,317.46 in unpaid fringe benefit contributions and liquidated damages for the period of March, 2004 through April, 2004, plus interest thereon, as well as an audit entry, pursuant to the Carpenters Master Agreement ("Master Agreement") and the relevant trust agreements establishing Plaintiff Trust Funds. The parties, by and through their counsel of record, hereby stipulate and agree to settle this action under the following terms:

2. Defendants agree to have judgment entered against them in the amount of \$53,626.12 for delinquent fringe benefit contributions and underreported hours for the period of March 2003 through March 2004, together with interest at the rate of eight (8.00%) percent per annum on the unpaid balance.

3. The parties hereto stipulate and agree that Defendants shall remit an initial payment of \$9,101.05 to the Trust Funds' office upon execution of this Stipulation. The rest of the payments, totaling \$36,404.22, plus interest, shall be made over a twelve-month period, with twelve monthly installments of \$3,166.75 due on the first day of every month as follows:

<u>Payment No.</u>	<u>Due Date</u>	<u>Amount Due</u>
No. 1	September 1, 2005	\$3,166.75
No. 2	October 1, 2005	\$3,166.75

1	No. 3	November 1, 2005	\$3,166.75
2	No. 4	December 1, 2005	\$3,166.75
3	No. 5	January 1, 2006	\$3,166.75
4	No. 6	February 1, 2006	\$3,166.75
5	No. 7	March 1, 2006	\$3,166.75
6	No. 8	April 1, 2006	\$3,166.75
7	No. 9	May 1, 2006	\$3,166.75
8	No. 10	June 1, 2006	\$3,166.75
9	No. 11	July 1, 2006	\$3,166.75
10	No. 12	August 1, 2006	\$3,166.75

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12 4. The parties heretofore stipulate that if all payments as above-described are received by
 13 the Trust Funds on the date specified above, or sooner, and if Defendants do not default on any
 14 other material condition contained herein, the unpaid balance of the principal stipulation
 15 amounting to \$8,120.85, plus any interest accruing thereon, shall be waived by the Trust Funds and
 16 the Stipulation for Entry of Judgment shall be deemed paid in full.

17 5. All of the above-referenced payments, shall be made payable to the Carpenters Trust
 18 Funds and mailed to the Carpenter Funds Administrative Office of Northern California, Inc., 265
 19 Hegenberger Road, Suite 100, Oakland California 94621, Attention: Richard Alcantar.

20 6. The parties hereto further stipulate and agree that if Defendants fail to make the initial
 21 \$9,101.05 payment or any of the monthly installments provided for above in paragraph 3, Plaintiffs
 22 may then execute upon the Judgment for the full amount of \$53,626.12, minus the amount of any
 23 payments actually received, together with the interest that shall have accrued thereon. Failure of
 24 Plaintiffs to exercise such option shall not constitute a waiver of the right to exercise it in the event
 25 of a continuing or subsequent default.

26 7. Additionally, Defendants agree to remain current on all fringe benefit contributions, not
 27 yet due and payable, which become due and payable to the Trust Funds during the term of this
 28 Stipulated Judgment. It is a material condition of this Stipulated Judgment that Defendants remain

current on all such fringe benefit contributions and failure to do so shall constitute default.

8. If Defendants default in the making of any of said payments or any part thereof, and if Plaintiffs consult legal counsel with respect thereto, there shall be added to Defendant's obligation under a modification to this Stipulation for Entry of Judgment reasonable attorneys' fees, court costs and all other reasonable expenses incurred by Plaintiffs in connection with such suit or claim, including any and all appellate proceedings therein.

9. The provisions set forth in this Stipulation for Entry of Judgment are not in violation of any state or federal law. However, if any portion of said stipulation is found to be in violation of any state or federal law, then Defendants shall continue to pay the indebtedness outlined herein under Paragraph 3 .

10. Plaintiffs hereby stipulate and agree that once Defendants have complied with paragraph 3 of the Stipulation for Entry of Judgment, Plaintiffs shall file a satisfaction of judgment with the Court.

11. Defendants acknowledge to Plaintiffs that they have had the opportunity to be represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Stipulation for Entry of Judgment. Defendants further acknowledge that they have had adequate opportunity to perform whatever investigation or inquiry they may deem necessary in connection with the subject matter of this Stipulation for Entry of Judgment prior to its execution, and agree with the delivery and acceptance of the considerations specified in this Stipulation for Entry of Judgment.

The parties hereto mutually state that they have read the foregoing Stipulation for Entry of Judgment and are fully aware of its contents and legal facts. This stipulation for entry of Judgment constitutes the entire agreement of the parties and is entered into on the dates below indicated.

Dated:

By: //ss//
VINCENT CARMELLO PISANO
Individually

1 Dated: 7/20/2005

2 ACTIVE PLASTICS D/B/A ACTIVE CABINET &
3 FIXTURE COMPANY

4 By: /s/Vincent Carmello Pisano
5 VINCENT CARMELLO PISANO, President

6 Dated: 7/29/2005

7 CARPENTERS TRUST FUNDS

8 By: /s/Richard Alcanter
9 RICHARD ALCANTAR
10 Field Agent for the Carpenter Funds Administrative
11 Office of Northern California, Inc.

12 Dated: 7/29/2005

13 CARPENTERS 46 NORTHERN CALIFORNIA
14 COUNTIES CONFERENCE BOARD

15 By: /s/William Feyling
16 WILLIAM FEYLING

17 As to form only:

18 Dated: 8/2/2005

19 WEINBERG, ROGER & ROSENFELD
20 A Professional Corporation

21 By: /s/Concepción E. Lozano-Batista
22 CONCEPCIÓN E LOZANO-BATISTA
23 Attorneys for Plaintiffs

24 As to form only:

25 Dated: 7/26/2005

26 MC DOWALL, COTTER, VALE, BRACO & KELLY

27 By: /s/Richard M. Kelly
28 RICHARD M. KELLY
Attorney for Defendants

108002/380827

ORDER

It is so ordered that Judgment is entered against Defendants Vincent Carmello Pisano, Individually; Vincent Carmello Pisano, Individually and doing business as Active Cabinet & Fixture Company; Vincent Carmello Pisano, Individually and doing business as Active Plastics, Inc. doing business as Active Cabinet & Fixture Company; and Active Plastics, Inc., doing business as Active Cabinet & Fixture Company, Active Plastics, Inc., A Suspended California Corporation as set forth in the Stipulation For Entry of Judgment.

8/10/05

Dated: _____

/s/ CLAUDIA WILKEN

HONORABLE CLAUDIA WILKEN

108002/384707